

Raytheon

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Raytheon Company
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141 Spring Street
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February 3, 1999

Mr. Robert M. Gault
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

Dear Bob:

Attached is a signed copy of the November 12 letter.

Tom

TDH/gjr
Attachment

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

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November 12, 1998

CONFIDENTIAL

Thomas D. Hyde
Senior Vice President, Secretary
and General Counsel
Raytheon Company
141 Spring Street
Lexington, MA 02173

Re: Dennis Donovan

Dear Tom:

Now that the rush to conclude the employment and severance agreements is over, we have had an opportunity to review the documents in a more leisurely fashion and have noted some typographical and similar errors that we would like to clean up. Rather than changing the documents themselves, I think a simple letter agreement between the two of us will suffice.

The items we noted are as follows:

SEVERANCE AGREEMENT

PAGE	LOCATION	CORRECTION
✓ Page 2	End of 3 rd paragraph	Change "sets" to set".
✓ Page 4	Paragraph (c)	Second (vi) should be (vii).
✓ Page 4	Paragraph (d)(i), 3 rd line	After "50" insert "percent".
✓ Page 7	Last line	Delete "without restriction" so that the phrase will appear only once.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Thomas D. Hyde
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PAGE	LOCATION	CORRECTION
✓ Page 10		We skipped (e) in the lettering. I believe it will suffice just to note this non-substantive error in the lettering.
✓ Page 11	Paragraph (j)	After "Severance Agreement" insert "and any employment agreement between Executive and the Company".
✓ Page 11	Paragraph k	After "Severance Agreement" insert "or any employment agreement between Executive and the Company".

EMPLOYMENT AGREEMENT

PAGE	LOCATION	CORRECTION
✓ Page 3	Top of page.	Second (vi) should be (vii).
✓ Page 3	Change of Control (i)	After "50" insert "percent".
✓ Page 4	Paragraph 5, 2 nd line	Delete "determined" and insert "paid".
✓ Page 5	7 th line	Delete "the" before the word "you".
✓ Page 5	8 th line	Delete "the" before the word "you".
✓ Page 5	Paragraph (d)(ii), 2 nd line	Delete "the" before the word "you".
✓ Page 6	Paragraph (e), 4 th line	After "amount" insert the word "of".
✓ Page 6	Penultimate line	Change "you" to "your".
✓ Page 7	Paragraph 6(i), 2 nd line	Delete "him" and replace with "you".

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

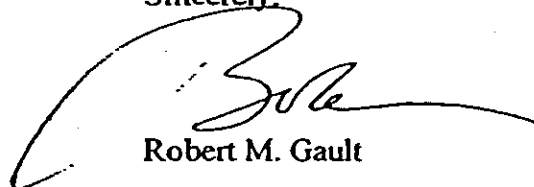
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	PAGE	LOCATION	CORRECTION
✓	Page 8	Penultimate line	The word appearing as "pleas" is misspelled and should be spelled "please".
✓	Page 8	Last line of text	After the word "will" insert the word "be".
✓	Ex. B	Paragraph 3, 2 nd paragraph, line 4	Delete "the".
✓	Ex. B	Paragraph 3, 2 nd paragraph, line 4	After "worked," insert "and".

By our signatures below, we represent that we are authorized by our respective clients to acknowledge and agree to the corrections set forth above. If this is correct, please sign the enclosed copy and return it to me.

Finally, I am enclosing the two fully executed original agreements per your request. I also am enclosing the supplement to Attachment I to the Employment Agreement in accordance with the terms of paragraph 6(d) thereof.

Sincerely,



Robert M. Gault

Raytheon Company

By:



Thomas D. Hyde

RMG:smf

cc: Mr. Dennis Donovan
Daniel Solin, Esq.